

C.A. NO. 4:20-cv-718

Dated: February 28, 2020

Respectfully submitted,

By: /s/ Nicole H. Muñoz

Andrew G. Jubinsky
Texas Bar No. 11043000
Fed. I.D. No. 8603
andy.jubinsky@figdav.com
Attorney-in-Charge

Of Counsel:

Nicole H. Muñoz
Texas Bar No. 24098153
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nicole.munoz@figdav.com

FIGARI + DAVENPORT, L.L.P.

901 Main Street, Suite 3400
Dallas, Texas 75202
Telephone: (214) 939-2000
Facsimile: (214) 939-2090

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been served on the parties listed below on February 28, 2020.

Via CM/RRR:

Leigh V. Graves
Fultz Maddox Dickens PLC
101 S. Fifth Street, Suite 2700
Louisville, Kentucky 40202
Attorney for Plaintiff

/s/ Nicole H. Muñoz

Nicole H. Muñoz

TAB 1**HCDistrictclerk.com**

CHG HOSPITAL HOUSTON LLC (DBA CORNERSTONE
SPECIALTY HOSPITALS vs. BLUE CROSS BLUE
SHIELD OF TEXAS (A DIVISION OF HEALTH CARE
SERVICE

2/24/2020

Cause: 202005320

CDI: 7

Court: 270

DOCUMENTS

Number	Document	Post Jdgm	Date	Pgs
89543777	Defendant's Original Answer		02/21/2020	2
89250314	Certified Mail Receipt		01/29/2020	1
89171563	Certified Mail Tracking # 7019 0140 0000 5911 1539		01/28/2020	2
89103288	PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE		01/27/2020	11
-> 89103289	REQUEST FOR ISSUANCE OF SERVICE		01/27/2020	1



Marilyn Burgess

HARRIS COUNTY DISTRICT CLERK

201 Caroline | P.O. Box 4651 | Houston, Texas 77210-4651 | 832-927-5800 | www.hcdistrictclerk.com

1/27/2020 10:48:38 AM
Marilyn Burgess - District Clerk
Harris County
Envelope No: 40290653
By: HALL, JOSHUA E
Filed: 1/27/2020 10:48:38 AM

Request for Issuance of Service

CASE NUMBER: _____ CURRENT COURT: _____

Name(s) of Documents to be served: Original Petition

FILE DATE: 1/27/20 Month/Day/Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

Issue Service to: Blue Cross Blue Shield of Texas, A Division of Health Care Service Corporation

Address of Service: 211 East 7th Street, Suite 620

City, State & Zip: Austin, TX 78701-3218

Agent (if applicable) Corporation Service Company

TYPE OF SERVICE/PROCESS TO BE ISSUED: (Check the proper Box)

- ☒ Citation ☐ Citation by Posting ☐ Citation by Publication ☐ Citations Rule 106 Service
- ☐ Citation Scire Facias ☐ Newspaper
- ☐ Temporary Restraining Order ☐ Precept ☐ Notice
- ☐ Protective Order
- ☐ Secretary of State Citation (\$12.00) ☐ Capias (not an E-Issuance) ☐ Attachment
- ☐ Certiorari ☐ Highway Commission (\$12.00)
- ☐ Commissioner of Insurance (\$12.00) ☐ Hague Convention (\$16.00) ☐ Garnishment
- ☐ Habeas Corpus ☐ Injunction ☐ Sequestration
- ☐ Subpoena
- ☐ Other (Please Describe) _____

(See additional Forms for Post Judgment Service)

SERVICE BY (check one):

- ☐ ATTORNEY PICK-UP (phone) _____ ☐ E-Issuance by District Clerk
(No Service Copy Fees Charged)
- ☐ MAIL to attorney at: _____
- ☐ CONSTABLE

☒ CERTIFIED MAIL by District Clerk

Note: The email registered with EsleTexas.gov must be used to retrieve the E-Issuance Service Documents.
Visit www.hcdistrictclerk.com for more instructions.

☐ CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____ Phone: _____

☐ OTHER, explain _____

Issuance of Service Requested By: Attorney/Party Name: Leigh Graves Bar # or ID 24051467

Mailing Address: 101 S. Fifth Street, 27th Floor, Louisville KY 40202

Phone Number: 615-430-1448

2020-05320 / Court: 270

JUDICIAL DISTRICT

4. BCBST cashed these premium checks, authorized the care and treatment provided on an ongoing basis, and began paying Cornerstone's claims for care and treatment provided to the Insured. Subsequently and abruptly, however, BCBST refunded the previously accepted premium payments to Cornerstone and began recouping payments BCBST had previously made for care and treatment provided to the Insured.

5. Now, despite BCBST's prior representations to Cornerstone as to the availability of coverage, authorization of treatment, and acceptance of premium payments, Cornerstone has been left unpaid for the vast majority of the care and treatment provided in good faith to the Insured.

THE PARTIES

6. Plaintiff CHG Hospital Houston LLC d/b/a Cornerstone Specialty Hospitals Bellaire is a Texas limited liability company conducting business in Harris County.

7. Blue Cross Blue Shield of Texas, a division of Health Care Service Corporation, is a for-profit mutual legal reserve company doing business throughout Texas. BCBST may be served through its registered agent, Corporation Service Company, 211 East 7th Street, Suite 620, Austin TX 78701-3218.

JURISDICTION AND VENUE

8. This Court has jurisdiction over BCBST because services were rendered to the Insured at Cornerstone in Harris County, Texas. The amount in controversy is within jurisdictional limits of this Court.

9. Venue is proper in Harris County because a substantial portion of the events giving rise to this Petition occurred in Harris County.

FACTUAL BACKGROUND

10. The Insured was a patient at Cornerstone from March 30, 2017, to August 27, 2018. Prior to admitting the Insured, Cornerstone contacted BCBST to confirm the Insured's eligibility for coverage and obtain pre-authorization for the Insured's admission. BCBST advised Cornerstone that the Insured was eligible for coverage and pre-authorized the admission.

11. In reliance on BCBST's representations as to coverage and authorization, Cornerstone admitted the Insured and began to provide him with care and treatment.

12. Because the Insured was non-responsive and unable to pay his insurance premiums himself, and he had no family members who lived in the country and could thus assist him, Cornerstone began making premium payments on behalf of the Insured. BCBST accepted and cashed Cornerstone's checks for these premium payments. BCBST also authorized the care and treatment provided to the Insured on an ongoing basis and began paying Cornerstone's claims for care and treatment of the Insured as they were billed in the ordinary course.

13. On June 14, 2017, Cornerstone contacted BCBST again to verify coverage, and Cornerstone again confirmed that the Insured had coverage. In reliance on this representation, in addition to BCBST's continued authorization of care and treatment and continued acceptance of Cornerstone's premium payments, Cornerstone continued providing care and treatment to the Insured. BCBST continued to accept and cash Cornerstone's premium payments for over eight months.

14. On February 13, 2018, however, BCBST advised Cornerstone that the Insured's coverage had allegedly terminated on May 31, 2017, a fact that had never before been made known to Cornerstone. BCBST then began denying Cornerstone's claims with respect to the

Insured and recouping amounts that had previously been paid, claiming that the Insured did not have coverage at the time services were provided.

15. BCBST also began returning the previously accepted premium payments to Cornerstone. Despite the fact that BCBST had been regularly cashing Cornerstone's premium checks for eight months, BCBST notified Cornerstone it would not accept premium payments made by a provider.

16. As BCBST knows, Cornerstone cannot discharge a patient without a physician's discharge order and a safe discharge option. Cornerstone thus continued to provide the requisite care and treatment to the critically ill Insured until, sadly, he passed away.

17. Cornerstone has been underpaid in an amount exceeding \$574,000 for the care and treatment it provided to the Insured in good faith.

COUNT I – NEGLIGENT MISREPRESENTATION

18. Cornerstone repeats and realleges the allegations contained in paragraphs 1 through 17, inclusive, and incorporates the same as though set forth in full.

19. Prior to the Insured's admission, Cornerstone contacted BCBST to verify coverage. BCBST advised Cornerstone that coverage was available and pre-authorized the admission. BCBST also accepted and cashed premium payments from Cornerstone, authorized the care and treatment on an ongoing basis, and initially paid for care and treatment provided to the Insured at Cornerstone. BCBST again verified that coverage was available on June 14, 2017.

20. Due to BCBST's failure to exercise reasonable care or competence in obtaining and communicating verification and authorization information, according to what BCBST now contends, these representations were false. BCBST supplied this false information in the course of its business for the guidance of Cornerstone in connection with its business.

21. In reliance on BCBST's misrepresentations, Cornerstone admitted the Insured and provided him with care and treatment. Cornerstone has been significantly underpaid for the care and treatment it provided to the Insured, and has therefore suffered pecuniary loss by relying on BCBST's representations.

22. Cornerstone's reliance was justifiable, insofar as BCBST expressly verified coverage, continuously authorized the treatment to be provided, and accepted and cashed Cornerstone's premium payments. BCBST in fact did not contend that the Insured's policy had allegedly terminated on May 31, 2017, or that it would not allow Cornerstone to make premium payments on behalf of the Insured, until February 2018, despite having accepted and cashed such premium payments for several months. BCBST had superior knowledge regarding the facts and circumstances of the Insured's insurance coverage, and Cornerstone relied on BCBST to disclose any facts that could potentially impact payment to Cornerstone. BCBST knew or should have known that it would not pay Cornerstone for care and treatment provided to the Insured and that it was not going to accept premium payments paid by Cornerstone on the Insured's behalf, yet it did not disclose these material facts from Cornerstone.

23. As a direct and proximate result of BCBST's misrepresentations, Cornerstone has suffered damages in an amount exceeding \$574,000, insofar as, among other things, it provided care and services to the Insured for which it has not been compensated, was deprived of interest income on those amounts during the periods of non-payment, and lost opportunity costs associated with its decision to treat the Insured rather than other patients.

COUNT II – PROMISSORY ESTOPPEL

24. Cornerstone repeats and realleges the allegations contained in paragraphs 1 through 17, inclusive, and incorporates the same as though set forth in full.

25. Prior to the Insured's admission, Cornerstone contacted BCBST to verify coverage. BCBST advised Cornerstone that coverage was available and pre-authorized the admission. BCBST also accepted and cashed premium payments from Cornerstone, authorized the care and treatment on an ongoing basis, and initially paid for care and treatment provided to the Insured at Cornerstone. BCBST again verified that coverage was available on June 14, 2017.

26. In making the representations set forth herein, BCBST did so with knowledge that Cornerstone would reasonably be induced to rely on BCBST's representations and would admit the Insured into its facility and provide him with care and treatment.

27. Cornerstone, in reasonable reliance on BCBST's representations, admitted the Insured and provided him with medical care and treatment. BCBST's representations and promises, however, were not fulfilled. Instead, after Insured had received nearly a year of care and treatment at Cornerstone, BCBST advised Cornerstone that, contrary to what it had previously represented, BCBST would not pay Cornerstone for the vast majority of the care and treatment provided in good faith to the Insured.

28. As a direct and proximate result of BCBST's misrepresentations, Cornerstone has suffered damages in an amount exceeding \$574,000, insofar as, among other things, it provided care and services to the Insured for which it has not been compensated, was deprived of interest income on those amounts during the periods of non-payment, and lost opportunity costs associated with its decision to treat the Insured rather than other patients. Cornerstone is also entitled to recover its reasonable attorneys' fees pursuant to Texas Civil Practice and Remedies Code § 38.001.

COUNT III – VIOLATIONS OF TEXAS INSURANCE CODE

29. Cornerstone repeats and realleges the allegations contained in paragraphs 1 through 17, inclusive, and incorporates the same as though set forth in full.

30. As detailed above, BCBST has engaged in unfair and deceptive conduct with respect to Cornerstone, which is prohibited by Texas Insurance Code § 541.061 and which gives rise to a private cause of action under Texas Insurance Code § 541.151.

31. Specifically, and among other things, BCBST advised Cornerstone that the Insured had insurance coverage, authorized the care and treatment to be provided, and accepted and cashed premium payments from Cornerstone. At no point during the many months in which Cornerstone was verifying coverage, making premium payments, billing BCBST for care and treatment provided to the Insured, and receiving payments from BCBST for such care and treatment, did BCBST advise Cornerstone that it was not in fact going to reimburse Cornerstone in full for care and treatment provided to the Insured and that it would start to recoup payments previously made to Cornerstone. According to what BCBST now contends, its prior statements of material fact were untrue and its actions were misleading to Cornerstone.

32. BCBST committed these unfair and deceptive acts for the purpose of depriving Cornerstone of payment to which it was entitled for care and treatment of the Insured at the expense of its Insured and Cornerstone, which was providing necessary care and treatment to its Insured in good faith reliance on the representations of BCBST.

33. As a direct and proximate result of BCBST's misrepresentations, Cornerstone has suffered damages in an amount exceeding \$574,000, insofar as, among other things, it provided care and services to the Insured for which it has not been compensated, was deprived of interest

income on those amounts during the periods of non-payment, and lost opportunity costs associated with its decision to treat the Insured rather than other patients.

COUNT IV – REQUEST FOR DECLARATORY JUDGMENT

34. Cornerstone repeats and realleges the allegations contained in paragraphs 1 through 17, inclusive, and incorporates the same as though set forth in full.

35. An actual controversy has arisen and now exists relating to the rights and duties of Cornerstone and BCBST. Cornerstone contends BCBST's acceptance of premium payments made by it on behalf of the Insured constitutes a waiver of any argument by BCBST that it was not required to accept such payments. Presumably, BCBST disputes these contentions.

36. Cornerstone further contends BCBST's belated argument that only the Insured or his family members could make premium payments on the Insured's behalf is legally unenforceable, given that the Insured was incapacitated and incompetent; he had no family members who lived in the country and could thus assist him; and this ostensible condition was thus impossible for the Insured to meet. Presumably, BCBST disputes these contentions as well.

37. Cornerstone further contends that BCBST, not the Insured or his Estate, is responsible for payment of the care and treatment provided to the Insured on the bases identified above. Presumably, BCBST further disputes these contentions.

38. BCBST, in turn, contends that the Insured was put on notice of his late premium payments since it ostensibly sent notices to his last known address. Cornerstone disputes that notice was validly provided to the Insured since he was incompetent and hospitalized when BCBST ostensibly sent these notices, and on this basis, Cornerstone contends the Insured's policy was never validly terminated.

39. Cornerstone thus seeks a judicial declaration of the rights and duties of the parties in connection with the above controversies. In particular, Cornerstone seeks a judicial declaration that the Insured's insurance policy was never validly terminated; that BCBST waived any argument that only the Insured or his family members could make premium payments; that any requirement that only the Insured or his family members could make premium payments is impossible and thus unenforceable; and that BCBST is therefore obligated to pay for the Insured's care for any period in which Cornerstone paid (or pays) the outstanding premium payments on behalf of the Insured.

40. A judicial declaration is necessary and appropriate at this time in order that the parties may ascertain their rights and duties with respect to the controversy alleged above.

COUNT V – BREACH OF WRITTEN CONTRACT

41. Cornerstone repeats and realleges the allegations contained in paragraphs 1 through 17, inclusive, and incorporates the same as though set forth in full.

42. Pursuant to an assignment of benefits executed on the Insured's behalf at the time of his admission, Cornerstone is an assignee of the Insured's right to benefits under the BCBST insurance policy at issue ("Policy"), which became effective in or about January 2016 and is a valid contract between the Insured (and thus Cornerstone) and BCBST.

43. Under the Policy, BCBST is required to pay for hospitalizations. Under the Patient Protection and Affordable Care Act, essential health benefits like hospitalization cannot be limited and no maximum amount of coverage can be imposed.

44. The Insured complied with all conditions on his part under the Policy, insofar as he paid premiums for over a year until he got sick and was no longer able to do so, at which point Cornerstone paid the premiums on his behalf.

45. BCBST breached the Policy by failing to pay Cornerstone for the medically necessary care and treatment it provided to the Insured. BCBST further breached the implied covenant of good faith and fair dealing inherent in the Policy by belatedly contending it would not accept premium payments made by Cornerstone, and instead contending that only the Insured or his family members could make such payments. As BCBST knows, the Insured was incapacitated and incompetent and he had no family members who lived in the country. Thus, the ostensible conditions for payment articulated by BCBST were impossible and could never be fulfilled and therefore were unenforceable.

46. As a direct and proximate result of BCBST's breaches of the Policy, Cornerstone has been damaged in an amount exceeding \$574,000, in an amount to be proven at trial.

STATEMENT REQUIRED BY TEXAS RULE OF CIVIL PROCEDURE 47(c)

47. Cornerstone seeks monetary relief over \$1,000,000, including damages, penalties, costs, expenses, interest, and attorney fees.

REQUEST FOR DISCLOSURE

48. Pursuant to Texas Rule of Civil Procedure 194, BCBST is requested to disclose, within fifty (50) days of service of this request to the undersigned attorney at Fultz Maddox Dickens PLC, 101 S. Fifth Street, Suite 2700, Louisville, Kentucky 40202, the information or material described in Texas Rule of Civil Procedure 194.2(a)-(l).

PRAYER FOR RELIEF

WHEREFORE, Cornerstone requests judgment against BCBST as follows:

- A. For an award of damages in an amount to be proved at trial;
- B. For an award of punitive damages in an amount to be proved at trial;

- C. For pre-judgment and post-judgment interest at the maximum rate permitted by law;
- D. For treble damages pursuant to the Texas Insurance Code;
- E. For Cornerstone's costs, expenses, and attorneys' fees associated with prosecution of this action;
- F. For a judicial declaration that the Policy was never validly terminated and that BCBST is obligated to pay for the Insured's care for any period in which Cornerstone paid (or pays) the outstanding premium payments on behalf of the Insured;
- G. For trial by jury; and
- H. For all other relief to which Cornerstone may be entitled.

Respectfully submitted,

s/ Leigh V. Graves

Leigh V. Graves, SBN 24051467
FULTZ MADDOX DICKENS PLC
101 S. Fifth Street, Suite 2700
Louisville, Kentucky 40202
Telephone: (502) 588-2000
Facsimile: (502) 588-2020
lvgraves@fmdlegal.com

Counsel for Plaintiff

TAB 4

7019 0140 0000 5911 1539

CAUSE NO. 202005320

RECEIPT NO. 75.00 CTM

TR # 73718235

PLAINTIFF: CHG HOSPITAL HOUSTON LLC (DBA CORNERSTONE SPECIALTY HOSPITALS) vs. In The 270th Judicial District Court of Harris County, Texas
DEFENDANT: BLUE CROSS BLUE SHIELD OF TEXAS (A DIVISION OF HEALTH CARE SERVICE) 270TH DISTRICT COURT Houston, TX

CITATION (CERTIFIED)
THE STATE OF TEXAS
County of Harris

TO: BLUE CROSS BLUE SHIELD OF TEXAS (A DIVISION OF HEALTH CARE SERVICE CORPORATION) (A FOR-PROFIT MUTUAL LEGAL RESERVE COMPANY) MAY BE SERVED BY SERVING THROUGH ITS REGISTERED AGENT CORPORATION SERVICE COMPANY

211 EAST 7TH STREET SUITE 620 AUSTIN TX 78701 - 3218

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

This instrument was filed on the 27th day of January, 2020, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 28th day of January, 2020, under my hand and seal of said Court.

Issued at request of:
GRAVES, MELISSA LEIGH VANDIVER
101 S. FIFTH STREET, 27TH FLOOR
LOUISVILLE, KY 40202
Tel: (615) 430-1448
Bar No.: 24051467



Marilyn Burgess

MARILYN BURGESS, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002
(P.O. Box 4651, Houston, Texas 77210)

Generated By: HALL, JOSHUA EVERETT GLH//11425844

CLERK'S RETURN BY MAILING

Came to hand the _____ day of _____, _____, and executed by mailing to Defendant certified mail, return receipt requested, restricted delivery, a true copy of this citation together with an attached copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE to the following addressee at address:

(a) ADDRESSEE

ADDRESS

Service was executed in accordance with Rule 106
(2) TRCP, upon the Defendant as evidenced by the return receipt incorporated herein and attached hereto at

on _____ day of _____, _____
by U.S. Postal delivery to _____

This citation was not executed for the following reason: _____

MARILYN BURGESS, District Clerk
Harris County, TEXAS

By _____, Deputy

7019 0110 0000 3911 1539

CAUSE NO. 202005320

RECEIPT NO.

75.00

CTM

TR # 73718235

PLAINTIFF: CHG HOSPITAL HOUSTON LLC (DBA CORNERSTONE SPECIALTY HOSPITALS

vs.

DEFENDANT: BLUE CROSS BLUE SHIELD OF TEXAS (A DIVISION OF HEALTH CARE SERVICE

In The 270th
Judicial District Court
of Harris County, Texas
270TH DISTRICT COURT
Houston, TX

CITATION (CERTIFIED)

THE STATE OF TEXAS
County of Harris

TO: BLUE CROSS BLUE SHIELD OF TEXAS (A DIVISION OF HEALTH CARE SERVICE CORPORATION) (A FOR-PROFIT MUTUAL LEGAL RESERVE COMPANY) MAY BE SERVED BY SERVING THROUGH ITS REGISTERED AGENT CORPORATION SERVICE COMPANY

211 EAST 7TH STREET SUITE 620 AUSTIN TX 78701 - 3218

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YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 28th day of January, 2020, under my hand and seal of said Court.

Issued at request of:

GRAVES, MELISSA LEIGH VANDIVER
101 S. FIFTH STREET, 27TH FLOOR
LOUISVILLE, KY 40202
Tel: (615) 430-1448
Bar No.: 24051467



mail Burgess

MARILYN BURGESS, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002
(P.O. Box 4651, Houston, Texas 77210)

Generated By: HALL, JOSHUA EVERETT GLH//11425844

CLERK'S RETURN BY MAILING

Came to hand the _____ day of _____, _____, and executed by mailing to Defendant certified mail, return receipt requested, restricted delivery, a true copy of this citation together with an attached copy of PLAINTIFF'S ORIGINAL PETITION AND REQUEST FOR DISCLOSURE to the following addressee at address:

(a) ADDRESSEE

ADDRESS

Service was executed in accordance with Rule 106
(2) TRCP, upon the Defendant as evidenced by the return receipt incorporated herein and attached hereto at

on _____ day of _____,
by U.S. Postal delivery to _____

This citation was not executed for the following reason: _____

MARILYN BURGESS, District Clerk
Harris County, TEXAS

By _____, Deputy

TAB 5

1-29-2020

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
 \$ 3.55

Extra Services & Fees (if not box, add fee as appropriate)
☐ Return Receipt (hard copy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery

Postage
 \$ 1.40

Total Postage at
 \$ 7.80

Sent To
 Street and Apt. N
 City, State, ZIP+4

**BLUE CROSS BLUE SHIELD OF TEXAS (A DIVISION OF
 HEALTH CARE SERVICE CORPORATION)
 C/O
 CORPORATION SERVICE COMPANY
 211 EAST 7TH STREET SUITE 620
 AUSTIN, TX 78701-3218
 2020-05320 270TH**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

RECORDER'S MEMORANDUM
 This instrument is of poor quality
 at the time of imaging

TAB 6

USPS Tracking[®][FAQs >](#)**Track Another Package +****Tracking Number:** 70190140000059111539[Remove X](#)

Your item has been delivered to an agent at 7:01 am on January 31, 2020 in AUSTIN, TX 78760.

 **Delivered**

January 31, 2020 at 7:01 am
Delivered, To Agent
AUSTIN, TX 78760

Get Updates 

Feedback

Text & Email Updates

Tracking History**January 31, 2020, 7:01 am**

Delivered, To Agent
AUSTIN, TX 78760

Your item has been delivered to an agent at 7:01 am on January 31, 2020 in AUSTIN, TX 78760.

January 31, 2020, 12:21 am

Departed USPS Regional Facility
AUSTIN TX DISTRIBUTION CENTER

January 30, 2020, 3:13 pm

Arrived at USPS Regional Facility
AUSTIN TX DISTRIBUTION CENTER

January 30, 2020

In Transit to Next Facility

January 29, 2020, 10:29 pm

Arrived at USPS Regional Facility

NORTH HOUSTON TX DISTRIBUTION CENTER

Product Information



See Less 

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FAQs

Feedback

CAUSE NO. 2020-05320

CHG HOSPITAL HOUSTON LLC d/b/a	§	IN THE DISTRICT COURT
CORNERSTONE SPECIALTY HOSPITALS	§	
BELLAIRE	§	
	§	
Plaintiff,	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
BLUE CROSS BLUE SHIELD OF TEXAS,	§	
A DIVISION OF HEALTH CARE SERVICE	§	
CORPORATION	§	
	§	
Defendant.	§	270 TH JUDICIAL DISTRICT

DEFENDANT'S ORIGINAL ANSWER

Defendant files its original answer, without waiving its right to move to compel arbitration, and states:

1. Subject to such admissions and stipulations as may be made at or before time of trial, Defendant denies generally and specially the material allegations in Plaintiff's Original Petition, pursuant to Tex. R. Civ. P. 92, and demands strict proof thereof in accordance with the requirements of the laws of this state.

2. Defendant requests the following relief:

- (a) That Plaintiff take nothing by reason of its suit;
- (b) That Defendant be dismissed with its costs; and
- (c) That Defendant have such other and further relief, both general and special, at law and in equity, to which it may show itself justly entitled.

Dated: February 21, 2020

Respectfully submitted,

By: /s/ Andrew G. Jubinsky
Andrew G. Jubinsky
Texas Bar No. 11043000
andy.jubinsky@figdav.com
Nicole H. Muñoz
Texas Bar No. 24098153
nicole.munoz@figdav.com

FIGARI + DAVENPORT, L.L.P.
901 Main Street, Suite 3400
Dallas, Texas 75202
Telephone: (214) 939-2000
Facsimile: (214) 939-2090

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been served on the parties listed below on February 21, 2020.

Leigh V. Graves
Fultz Maddox Dickens PLC
101 S. Fifth Street, Suite 2700
Louisville, Kentucky 40202
Attorney for Plaintiff

/s/ Andrew G. Jubinsky
Andrew G. Jubinsky